and title of any person who fails to bring such an action for recovery of land but might have done so within the prescribed period. The trial judge found as a fact that the bank was "in possession of the property and collecting its rents ever since the conveyance was executed and was not a trustee for the mortgagee". The quarrel with the trial judge's written judgment is based solely on his opinion that the expression "action to recover land" in section 18 includes a redemption action.

Counsel for the appellants placed reliance on section 16 of the English Limitation Act, 1929 which includes a redemption action in an action to recover land. Our section 18 which is the corresponding section in our Act does not specifically do so and it was therefore argued that the trial judge was wrong.

As counsel for the respondents pointed out, in reply, the complete answer to this objection to the trial judge's expression of opinion lies in the fact that even in England the words in brackets in section 16 of the English Act "(including an action for redemption)" are superfluous, see *Sanders* v. *Sanders*, where Malins V.C. said —

"'At the determination of the period limited by this Act to any person for making an entry or distress, or bringing any writ of *quare impedit* or other action or suit, the right and title of such person to the land, rent, or advowson, for the recovery whereof such entry, distress, action or suit respectively, might have been made or brought within such period shall be extinguished'. But the meaning of that is that the right or title shall be extinguished in favour of those who desire it to be so, but not as to others. And a right to make an entry is under the same rules as a right to redeem."

Furthermore, section 2(4) of our Act states quite clearly that —

"References in this Act to a right of action to recover land shall include references to a right to enter into possession of the land or in the case of rent charges any right to distrain for arrears of rent and references to the bringing of such an action shall include references to the making of such an entry or distraint."

In our view this ground too is without any merit.

It only remains to consider the final ground — ground (iv) — purportedly also relating to the Limitation Act though as stated in the petition of appeal at paragraph 3(4), it is silent on what exactly the ground is, so far as limitation is concerned. The complaint is that as the trial judge had found in favour of the appellants' contention of an oral agreement, prior to the conveyance, "providing for the appellants to redeem at any time they were able to do so on payment of the principal and interest owing" to the bank, the trial judge should have given effect to that agreement.

We are unable to understand this contention in view of the fact that the Limitation Act is clearly against the appellants for the reasons already stated and we accordingly reject it although some attempt was made in argument to invoke the Limitation Act, indirectly, by reference to *dicta* in *Alderson* v. *White*[7] where Lord Chancellor Cranworth thought it unnecessary to decide the question on the Statute of Limitations. It is noteworthy that the Lord Chancellor concluded his judgment by saying,

"but that does not dispose of the question, whether the statute would not bar any such right to redeem on terms different from those expressed in the deed."

The terms in the present appeal based on the oral agreement relied upon are "payable when able", in effect, and we can see nothing in the Lord Chancellor's judgment which assists the appellants at all. In our view, the relevant sections of the Limitation Act pleaded by the respondents constitute a complete bar to the appellants.

For all these reasons we dismissed the appeal and allowed the cross appeal with costs.

Appeal dismissed.

Solicitors: *Chung & Co.; R. Ramason.*

MANAP BIN MAT v. GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPN. LTD.

[O.C.J. (Kulasekaram J.) September 20, 1972]

[Singapore — Originating Motion No. 10 of 1972]

Insurance — Arbitration — Application to set aside — Extended cover — Condition — Breach — "Authorised driver" — Substitution for "insured".

This was an application by the respondents to set aside a joint final award made by two arbitrators in connection with a claim arising out of a motor insurance policy issued by the respondents in respect of a motor car SR.7408.

The respondents resisted the claim primarily on two grounds. First, they alleged the claim was time barred under condition 8 of the policy in that the claim had not been referred for arbitration within 12 months of their having disclaimed any liability under the policy to the insured. This issue was the subject of an interim award by the two arbitrators who held that the claim was not time barred. This decision, though reversed by the High Court, has been upheld by the Court of Appeal ([1971] 1 M.L.J. 134).

Secondly, the respondents alleged that the insured had breached condition 3 of the policy in that the insured had failed to take reasonable steps to maintain the said motor vehicle, immediately before or at the time of the said accident, in an efficient condition.

The two arbitrators, Messrs Godwin and Grimberg, proceeded to inquire into the second issue and made a joint final award. Mr. Godwin, found that there was no reliable evidence that the shock absorbers of the car were inefficient and that even if he was wrong on that point, he went on to find that there was no evidence that the insured had failed to take all reasonable steps to maintain the vehicle in question in an efficient condition. Mr. Grimberg found that the respondents had discharged the onus of proving that the vehicle in question was not maintained in efficient condition by reason of the fact that the shock absorbers were defective. He did not make a further finding whether the insured had failed to maintain the car in an efficient condition. Both the arbitrators found "that condition 3 of the relevant policy, insofar as it imposes an obligation on the insured to take all reasonable steps to maintain the said vehicle in an efficient condition, did not apply to the authorized driver of this motor car,....".

In this application, the respondents sought to have these findings and the award set aside or remitted.

Held, dismissing the applications: (1) having regard to the decision in *Digby* v. *General Accident Fire and Life Assurance Corporation Ltd.*,[1] when condition 3 or any part thereof was applicable to the new insured, the authorized driver, then that condition 3 or that part of condition 3 should be read with the words "authorized driver" substituted for "insured" in it. It is this new or modified condition 3 that is applicable to the authorized driver and not the original condition 3. That being so a breach of the original condition

3 would not be applicable to the authorised driver and therefore a breach of the original condition 3 would not be a bar or a good defence to a claim by the authorized driver for indemnity from the insurers under the policy;

(2) a breach of condition 3 did not have the effect of bringing this policy to an end.

Cases referred to:-

(1) *Digby* v. *General Accident Fire and Life Assurance Corporation Ltd.* [1942] 2 All E.R. 319.

(2) *Richard* v. *Cox* [1942] 2 All E.R. 524.

(3) *New India Assurance Co. Ltd.* v. *Yeo Beng Chow* [1972] 1 M.L.J. 231; [1972] 1 W.L.R. 786.

MOTION.

D. Murphy and *T. G. Dunbar* for the claimant.

G. Starforth Hill for the respondents applicants.

Kulasekaram J.: This is an application by the General Accident Fire & Life Assurance Corporation Limited hereinafter referred to as the respondents to set aside a joint final award made by two arbitrators in connection with a claim arising out of a motor insurance policy issued by the respondents in respect of motor car SR.7408.

It will be convenient here to set out the circumstances giving rise to these arbitration proceedings. As the learned Chief Justice has already done this in his judgment in the Court of Appeal when considering an earlier interim award made by these two arbitrators in these same arbitration proceedings I could at this stage do no better than to quote here what he then said there:

"The claim which was referred to the arbitrators arose out of a collision between two motor vehicles, a private motor car No. SR.7408 and a motor lorry, which occurred on 8th August 1963. Motor car No. SR.7408 was owned by one Shaik Baobid to whom the respondents had issued a policy of insurance pursuant to which the car was insured from 9th July 1958 to 8th July 1959. This policy was renewed from time to time and was in force on 8th August 1963.

As a result of the said collision the driver of the car, Elahideen Doray bin Booso and two passengers were killed and four other passengers were injured. Elahideen Doray, the driver of the car at the time of the accident, was driving it with the authority of the owner and policyholder, but not as the policyholder's servant or agent.

Several actions were commenced in the High Court in Johore by the legal personal representatives of the two deceased passengers and by the four injured passengers against the court appointed representative of the estate of the deceased driver and the owner of the lorry. The actions were consolidated and eventually the deceased driver was held to be solely responsible for the collision and damages were awarded against his estate on 19th September 1967.

The claimant in the arbitration proceedings is the administrator of the estate of the deceased driver of the car and his claim is to be indemnified under the terms of the policy of insurance issued by the respondents. As the deceased driver was not a party to the policy of insurance the claimant relies on the provisions of section 4(3) of the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960.

The relevant provisions of the policy are as follows:—
'Section II — liability to third parties.

1. The corporation will subject to the limit of liability indemnify the insured in the event of accident caused by or arising out of the use of the motor vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:

(a) death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the insured and excluding liability to any person being a member of the insured's household who is a passenger in the motor vehicle unless such person is being carried by reason of or in pursuance of a contract of employment.

(b) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or any member of the insured's household.

2. In terms of and subject to the limitation of and for the purposes of this section the corporation will indemnify:

(a) any authorised driver who is driving the motor vehicle provided that such authorised driver:

(i) shall as though he were the insured observe, fulfil and be subject to the terms of this policy insofar as they can apply.

(ii) is not entitled to indemnity under any other policy.

(b) the insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire purchase agreement.

Condition 3:

The insured shall take all reasonable steps to safeguard the motor vehicle from loss or damage and to maintain the motor vehicle in efficient condition and the corporation shall have at all times free and full access to examine the motor vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown the motor vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the motor vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the motor vehicle shall be excluded from the scope of the indemnity granted by this policy.

Condition 8:

All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the corporation. If the corporation shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Condition 9:

The due observance and fulfilment of the terms of this policy insofar as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the corporation to make any payment under this policy.'"

The respondents resisted the above claim primarily on two grounds.

First they alleged the claim here was time barred under condition 8 of the said policy in that the claim had not been referred for arbitration within 12 months of their having disclaimed any liability under the policy to the insured.

Secondly they alleged that the insured had breached condition 3 of the said policy in that the insured had failed to take reasonable steps to maintain the said motor vehicle on or about 8th August 1969, that is to say immediately before or at the time of the said accident in an efficient condition by reason of the facts that: —

(a) the said vehicle was equipped with unserviceable shock-absorbers, and/or

(b) at the time of or shortly before the said accident the said vehicle was so grossly overloaded in carrying seven adults passengers and a child that its efficient performance and safety was seriously impaired.

As under the provisions of condition 9 of the said policy the due observance and fulfilment of the conditions of the said policy was a condition precedent to any liability by them to make any payments under the policy, they therefore claimed that they were not liable on this claim.

The first issue whether the claim was time barred was the subject of an interim award by the 2 arbitrators who held the claim was not time barred. This decision though reversed by the High Court has now been upheld by the Court of Appeal.

The two arbitrators have then proceeded to inquire into the second issue and have made a joint final award.

One of the arbitrators, Mr. Godwin, in paragraph 2(i) of the award found that there was no reliable evidence that the shock absorbers were inefficient and that even if he was wrong on that point he went on to find that there was no evidence that the insured had failed to take all reasonable steps to maintain the vehicle in question in an efficient condition.

The other arbitrator Mr. Grimberg found in paragraph 2(ii) of the award that the respondents have discharged the onus of proving that the vehicle in question was not maintained in efficient condition, by reason of the fact that the shock absorbers were defective. He however did not make a further finding whether the insured had failed to maintain the car in an efficient condition.

In paragraph 2(iii) of the award both the arbitrators found "that condition 3 of the relevant policy, insofar as it imposes an obligation on the Insured to take all reasonable steps to maintain the said vehicle in an efficient condition, did not apply to the authorised driver of this motorcar, the said Doray Ellahideen bin Booso (see *Digby* v. *General Accident Fire and Life Assurance Corporation, Ltd.*,[1] *per* Lord Wright at page 329, and *Richards* v. *Cox*,[2] *per* Goodard L.J. at page 628-629. See also the judgment of the Court of Appeal regarding the Interim Award herein [1971] 1 MLJ. 134)."

The respondents are dissatisfied with the above joint findings of the arbitrators as contained in paragraph 2(iii) of their joint final award and with the findings of the arbitrator, Mr. Godwin, in paragraph 2(i) of the said award and in this application the respondents seek to have these findings and the award set aside or remitted.

As regards the findings of both the arbitrators in paragraph 2(iii) of the joint final award the respondents say that it is bad in law.

They contend in the three cases which the arbitrators rely on for this finding it is neither said anywhere in any of them that the similar provisions in the policies they were considering as that of condition 3 in the policy here did not apply to authorised drivers nor that such provisions did apply. In other words, all the three cases relied on by the arbitrators are silent on this point. I am in full agreement with this part of the submission of the respondents.

The respondents further contend that if it is held that condition 3 is not applicable to an authorised driver then it will lead to absurd results. To support this argument they cited two hypothetical instances.

First, they considered the case where the insured *A* loans his car to *B* for 6 months for him to drive it for *B*'s use. After three months' use by *B* the car becomes unroadworthy in that all its tyres get worn out and its brakes are not effective and *B* knowing these defects and having taken no steps to rectify these defects drives the car and meets with an accident. The question is can *B* claim to be indemnified under the policy against third party claims arising out of this accident. Here they submit condition 3 must apply to the authorised driver. They submit that *A* is not in breach of condition 3 but clearly *B* is in breach of condition 3 and therefore *B*'s claim for indemnity should fail.

Secondly they considered the case where *A*, the insured, knowing that his car is not in an efficient condition in that its brakes are absolutely ineffective lends his car to *B* who not knowing about the defective state of the brakes drives the car and shortly thereafter meets with an accident. Here while *B* cannot be said to be in breach of condition 3 in that he failed to maintain the car in an efficient condition clearly *A* is in breach of condition 3. The respondents submit that in this instance too a claim by *B* under the policy to be indemnified for third party claims against him arising out of the accident should fail because of *A*'s breach of condition 3. They submit in this case too condition 3 would apply to *B*'s claim for indemnity. They submit that it could not be otherwise. They were unable to cite any authority in support of this argument except to say that the authorised driver who relies on *A*'s insurance policy to sustain his claim for indemnity could be in no better a position than *A*. Here, as *A* in such circumstances will not be able to maintain a claim for indemnity against the insurers as he was in breach of condition 3 so too will *B* be not able to sustain his claim.

The effect of the decision in *Digby's* case as far as the present policy is concerned is that while the policy primarily is no doubt a single insurance for the benefit of a single insured but by clause 2(a) of section II of the policy it may during its currency give cover to a new insured in place for the time being of the original insured if the circumstances postulated in clause 2(a) of section II came into effect. The circumstances postulated in clause 2(a) of section II are that the new insured is an authorised driver who is driving the said motor vehicle and provided that he:

"(i) shall as though he were the insured observe, fulfil and be subject to the terms of this policy insofar as they can apply.

(ii) is not entitled to indemnity under any other policy."

In these circumstances the first question that arises would be whether condition 3 would be applicable to the authorised driver, the new insured, and if so to what extent.

I am of the view that at least part of condition 3 and in particular that portion requiring the car to be maintained in an efficient condition would apply to him. In the light of decision in *Digby's* case this would mean that during the period the authorised driver is permitted to drive the car he must observe condition 3 as far as is applicable to him in that he (the authorised driver) is required to maintain the car in an efficient condition. So if at any time the authorised driver knows or ought to have known that the car is not in an efficient condition then he should remedy that condition and make it roadworthy before he continues to drive the car. Otherwise he will be in breach of condition 3 until he remedies the defect, and so if during that period when he is in breach of condition 3 he meets with an accident then a claim for indemnity by him under the policy would fail.

At any one occasion whether the authorised driver is in breach of condition 3 in that he has failed to maintain the car in an efficient condition or not would in every such case be a question of fact depending on the particular circumstances of that case. The first hypothetical instance posed by the respondents is clearly a case where the authorised driver is in breach of condition 3 and therefore his claim for indemnity would fail. I am in full agreement on this point with the submission of the respondents.

In the present case however the arbitrators have not made a finding of fact as to whether the authorised driver was in breach of condition 3 in that he had failed to maintain the vehicle in an efficient condition or not. If such a finding of fact was necessary I would have to remit the case back to the arbitrators with a direction that they inquire into the circumstances and make a finding of fact on this issue. This however is not necessary as the defendants have not alleged in the points of defence, which they have filed, that the authorised driver was in breach of condition 3 in that he failed to maintain the car in an efficient condition. All that the respondents have alleged is that the insured had breached condition 3 of the policy in that he had failed to take reasonable steps to maintain the vehicle in an efficient condition.

Let me next consider the second hypothetical instance that the respondents referred to in their argument. Here the insured was in breach of condition 3 in that he had failed to maintain the car in an efficient condition but the authorised driver was not in such breach of condition 3. Here again as I had said earlier the respondents contend that the claim by the authorised driver for indemnity would fail.

I am unable to agree with this submission of the respondents. Having regard again to the decision in *Digby's* case when condition 3 or any part thereof is applicable to the new insured, the authorised driver, then that condition 3 or that part of condition 3 should be read with the words "authorised driver" substituted for "insured" in it. It is thus this new or modified condition 3 that results by this substitution that is applicable to the authorised driver and not the original condition 3. That being so a breach of the original condition 3 would not be applicable to the authorised driver and therefore a breach of the original condition 3 would not be a bar or a good defence to a claim by the authorised driver for indemnity from the insurers under the policy.

This in short is precisely what the two arbitrators have found in the joint final award in paragraph 2(iii) thereof. I find this to be a correct and proper finding.

Of course if as a result of a breach of condition 3 by the insured in that he did not maintain the car in an efficient condition, the policy of insurance came to an end or was void thereafter, then of course the authorised driver would fail in his claim. A breach of condition 3 does not have this effect of bringing this policy to an end. This policy would only come to an end when one of the following happens: —

(a) When the insured parts with the ownership of the vehicle which is the subject of the insurance policy.

(b) When steps are taken according to the provisions of condition 6 of the policy to bring an end to the policy.

(Condition 6 reads: —

"The corporation may cancel this policy by sending seven days' notice by registered letter to the insured at his last known address and in such event will return to the insured the premium paid less the *pro rata* portion thereof for the period the policy has been in force or the policy may be cancelled at any time by the insurers on seven days' notice and (provided no claim has arisen during the then current period of insurance) the insured shall be entitled to a return of premium less premium at the corporation's short period rates for the period the policy has been in force.)

(c) When the insured's answers and statements in his proposal form for the policy are wilfully untruthful on material particulars.

Counsel for the claimants also urged that condition 3 is not applicable to a claim by an authorised driver. They said that this policy of insurance like all comprehensive motor insurance policy is divided into two sections. The first section relates to claims arising out of loss or damage to the insured motor vehicle and the second section relates to claims by third parties as a result of the insured motor vehicle being involved in an accident. Counsel contended that having regard to the whole tenor and import of condition 3 it would appear that this condition was primarily meant to apply to claims under section I of the policy and was not referrable to claims under section II. However the breach of the provision therein requiring the vehicle to be maintained by the insured in an efficient condition has been successfully pleaded by the insurers as a defence in respect of third party claims by the insured under section II of the policy. He however said such a defence by the insurers has so far not been extended in respect of a third party claim by an authorised driver as opposed to one by the insured. Counsel went on to submit that such an extension of condition 3 should not be allowed in respect of third party claims by the authorised drivers against the insurers. In my opinion there is very

little merit in this submission particularly having regard to the recent decision of the Privy Council in *New India Assurance Co. Ltd.* v. *Yeo Beng Chow*[3] and the remarks of Viscount Dilhorne in his judgment in that case.

Finally there is a complaint made by the respondents that the two findings of the arbitrator Mr. Godwin in paragraph 2(i) of award are bad in law and not supported by the evidence and should therefore be set aside or remitted.

I have carefully considered the evidence that was placed before the arbitrators and the submissions made by the counsel on this aspect of the case and I am satisfied that there was sufficient evidence for the arbitrator to make the two findings that he did and I see no reason for interfering with both these findings of his. As regards his second finding though he has said there was *no evidence* to show that the insured failed to take all reasonable steps to maintain the vehicle in question in an efficient condition what he was clearly implying was that there was no reliable or satisfactory evidence in his opinion before him on the point. I do not see any justification for me to interfere with these two findings of the said arbitrator which he was well entitled to make on the evidence that was led before him.

For these reasons this application of the respondents is dismissed with costs and the joint final award of the arbitrators is confirmed.

Application dismissed.

Solicitors: *Murphy & Dunbar; Rodyk & Davidson.*

RE DAVID MARSHALL; LAW SOCIETY OF SINGAPORE v. DAVID SAUL MARSHALL

[O.C.J. (Wee Chong Jin C.J., Chua and Winslow JJ.)

October 7, 1972]

[Singapore — Originating Summons No. 275 of 1972]

Advocates & Solicitors — Breach of undertaking given to Attorney-General in the presence of the Chief Justice — Undertaking not to disclose pleadings to the press — Findings of disciplinary committee — Grossly improper conduct in the discharge of professional duties — Legal Profession Act (Cap. 217), ss. 84, 86 & 93(2) — Costs.

The respondent, a senior advocate and solicitor of the Supreme Court, acted for the managing editor and three other employees of the *Nanyang Siang Pau*, a Chinese language daily newspaper, in their applications for *habeas corpus* to the High Court.

The affidavits in support of the *habeas corpus* applications were affirmed by the four applicants and these were filed in the registry of the Supreme Court. The *habeas corpus* applications were fixed for hearing on May 26, 1971. At the hearing, these applications were adjourned to June 7, 1971. Both the Attorney-General who appeared for the Government and the respondent were requested to see the Chief Justice in his chambers. Whilst in the Chief Justice's chambers, the Attorney-General intending to prevent publication of the affidavits before the hearing fixed on June 7, 1971, drew the attention of the Chief Justice to the fact that affidavits and their contents had a habit of being leaked out to the press and the public at large before the hearing. The respondent thereupon volunteered an oral undertaking in the following terms:—

> "The Attorney-General need have no anxiety about our office because we never give any pleadings to the press before trial and I can assure you that neither I nor my office have given these affidavits to them for publication."

The respondent, however, before June 7, 1971 sent: (a) five sets of the affidavits together with explanatory documents by registered post to the Secretary-General of Amnesty International; (b) two sets of the affidavits to Sir Elwyn Jones Q.C.; (c) one set of the affidavits to Mr. Harold Ebens, the editor of the London *Sunday Times*.

All the affidavits sent to the persons above (except one) had the headings deleted and the words "Instructions to Counsel" substituted. The jurats of these affidavits were also deleted.

On June 4, 1971, the Chief Justice ordered certain portions of these affidavits to be struck out.

The disciplinary committee on the above facts held that the respondent's undertaking given to the Attorney-General in the presence of the Chief Justice, was a general undertaking not to release the affidavits to the press. This undertaking was given by the respondent in his professional capacity, and the respondent had, therefore, committed a breach of the undertaking in sending the contents of the affidavits to the persons mentioned above. On reference to the court,

Held: (1) it was clear beyond any real doubt that the respondent meant the undertaking to be understood by the Attorney-General that neither the respondent nor his office would be a party to the contents of the affidavits being made available to the "press" using the expression "press" in its generally accepted connotation without any qualification whatsoever;

(2) it was plain from the disciplinary committee's report and the facts that the respondent acted with premeditation and deliberation and the inference can clearly be drawn that he must have forseen that one of the consequences of his making available to the press the contents of the affidavits was the likelihood of the contents being published in the news media;

(3) the test of what constitutes "grossly improper conduct in the discharge of his professional duties" has been laid down in many cases to mean conduct which is dishonourable to him as a man and dishonourable in his profession. Applying that test and taking into consideration the fact that the respondent was a leading member of the legal profession in Singapore, that the undertaking was given to the Attorney-General in the presence of the Chief Justice, that the matter had aroused considerable public interest and the interest of journalists and pressmen all over the world, and the fact that the legal profession here must be zealous and constantly endeavour to uphold its standing in the community by strict adherence to the ethics and etiquette accepted as binding by the profession on its members; the respondent should be suspended from practice for a period of six months, the period of suspension to commence from the date of the order.

ORIGINATING SUMMONS.

H. E. Cashin on behalf of the applicants.

L. A. J. Smith (*Eugene Phoa* with him) for the respondent.

Cur. Adv. Vult.

Wee Chong Jin C.J. (delivering judgment of the court): The respondent is an advocate and solicitor of the Supreme Court who has been in practice for nearly 35 years and is generally acknowledged by the members of the legal profession to be one of its leaders.

He now appears before us to show cause why he should not be dealt with under section 84 of the Legal Profession Act (Cap. 217). This section is, so far as